

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

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GURUDU-GROUP LLC, a South
Carolina limited liability
company,

Plaintiff,

v.

RAM ROBINSONS AUTOMATION
MACHINERY LLC, a Michigan
limited liability company;
ROBINSONS AUTOMATION MACHINERY
LIMITED, a United Kingdom
business entity; and MINO
AUTOMATION USA INC., a Michigan
corporation,

Defendants.

No. 2:22-cv-01973 WBS JDP

MEMORANDUM AND ORDER RE:
DEFENDANT MINO'S MOTION TO
DISMISS OR TRANSFER VENUE

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Gurudu-Group LLC ("plaintiff") brought this action
against RAM Robinsons Automation Machinery LLC ("RAM
Robinsons"),¹ Robinsons Automation Machinery Limited ("Robinsons

¹ Plaintiff voluntarily dismissed defendant RAM
Robinsons. (Docket No. 14.)

1 UK"),² and Mino Automation USA Inc. ("Mino'), asserting claims
2 for breach of contract, money had and received, and unjust
3 enrichment. (See generally Compl. (Docket No. 1.) Before the
4 court is Mino's motion to dismiss or, in the alternative, to
5 transfer venue. (Docket No. 21.) Because counsel for Mino
6 informed the court yesterday that he has a conflict on the date
7 previously set for the hearing on his client's motion, in order
8 to avoid any further delay in ruling upon the motion, the court
9 takes the matter under submission and decides defendant's motion
10 on the papers without the necessity of oral argument.³

11 I. Factual Allegations

12 Plaintiff is a group of engineers with experience in
13 industrial automation and maintenance projects. (Compl. ¶ 11.)
14 From March 21, 2022, to approximately May 25, 2022, plaintiff
15 acted as a subcontractor for defendants. (Id. ¶ 3.) Defendants
16 contracted with plaintiff to perform the robot programming
17 services that Tesla had previously contracted with defendants to
18 perform on the Tesla Lathrop Project in Lathrop, California.
19 (Id. ¶ 1.)

20 Plaintiff alleges there was no formal, written contract
21 between plaintiff and defendants. (Id. ¶ 2.) Instead, the
22 parties had an oral contract which outlined the nature of the
23 work and the total amount due to plaintiff on a weekly basis.
24 (Id. ¶ 2.) The hourly rate defendants were to pay plaintiff
25 ranged from \$65 to \$70 per hour. (Id. ¶ 14.) Tesla allegedly

26 ² On April 14, 2023, the clerk entered default against
27 defendant Robinsons UK. (Docket No. 24.)

28 ³ See Local Rule 230(g).

1 knew of and consented to defendants hiring plaintiff as a
2 subcontractor. (Compl. ¶ 13.)

3 Plaintiff alleges it fully performed all obligations
4 under the contract (Id. ¶ 4.), but that defendants have failed to
5 pay plaintiff for its work on the Tesla Project. (Id. ¶ 18.)
6 Defendants allegedly owe plaintiff \$121,172.50, exclusive of
7 interest and costs. (Id.) Plaintiff's previous demands for
8 payment have been unsuccessful. (Id. ¶¶ 4, 17.)

9 II. Motion to Dismiss

10 Federal Rule of Civil Procedure 12(b)(6) allows for
11 dismissal when the plaintiff's complaint fails to state a claim
12 upon which relief can be granted. See Fed. R. Civ. P. 12(b)(6).
13 "A Rule 12(b)(6) motion tests the legal sufficiency of a claim."
14 Navarro v. Block, 250 F.3d 729, 732 (9th Cir. 2001). The inquiry
15 before the court is whether, accepting the allegations in the
16 complaint as true and drawing all reasonable inferences in the
17 plaintiff's favor, the complaint has alleged "sufficient facts
18 . . . to support a cognizable legal theory," id., and thereby
19 stated "a claim to relief that is plausible on its face," Bell
20 Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007). In deciding
21 such a motion, all material allegations of the complaint are
22 accepted as true, as well as all reasonable inferences to be
23 drawn from them. Id.

24 Here, Mino argues plaintiff has failed to state a claim
25 against Mino because plaintiff had no contractual relationship
26 with Mino. (See Mot. at 3-4.) Specifically, Mino contends that
27 (1) plaintiff's sole written contract was with Robinsons UK and
28 (2) Mino's purchase orders with Robinsons UK make no mention of

1 plaintiff, thereby demonstrating that Mino's relationship was
2 only with Robinsons UK.⁴ (Id.) The court is not persuaded.

3 First, that plaintiff may have had a written contract
4 with Robinsons UK is not determinative of whether plaintiff had
5 an oral contract with Mino. Moreover, simply because Mino's
6 purchase orders with Robinsons UK may not have mentioned
7 plaintiff does not mean that plaintiff had no oral contract with
8 Mino. Second, plaintiff alleges facts which plausibly support
9 the existence of a contract. For example, plaintiff included a
10 contemporaneous record of the invoice numbers, invoice dates, and
11 amounts due to plaintiff on each invoice. (Compl. ¶ 4.) Taking
12 plaintiff's allegations as true, as the court must at the motion
13 to dismiss stage, see Navarro, 250 F.3d at 732, the court finds
14 that plaintiff has pled facts sufficient to support its claims
15 against Mino. Accordingly, the court must deny Mino's motion to
16 dismiss.

17 III. Motion to Transfer

18 In the alternative, defendant seeks to transfer this
19 case to the Eastern District of Michigan. (See generally Mot.)
20 "A defendant for whom venue is proper but inconvenient may move
21 for a change of venue under 28 U.S.C. § 1404(a)." Action
22 Embroidery Corp. v. Atl. Embroidery, Inc., 368 F.3d 1174, 1181
23 (9th Cir. 2004); 28 U.S.C. § 1404(a) ("For the convenience of

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25 ⁴ In support of its arguments, Mino relies on a
26 declaration attached to a terminated motion to dismiss filed by
27 Robinsons UK. (See Mot. at 3; Docket Nos. 9, 14.) On a motion
28 to dismiss, the court does not consider any matters outside the
pleadings unless they are incorporated by reference. Moreover,
even if the court considered these documents, the motion still
fails.

1 parties and witnesses, in the interest of justice, a district
2 court may transfer any civil action to any other district or
3 division where it might have been brought.").

4 The moving party has the burden of showing that
5 transfer is appropriate. Williams v. Bowman, 157 F. Supp. 2d
6 1103, 1106 (N.D. Cal. 2001). Because the statute contemplates
7 transfer "to any other district or division where it might have
8 been brought," 28 U.S.C. § 1404(a), defendant must first make a
9 threshold showing that venue and jurisdiction would be proper in
10 the district to which it seeks transfer. Vu v. Ortho-McNeil
11 Pharm., Inc., 602 F. Supp. 2d 1151, 1155 (N.D. Cal. 2009); see
12 also F.T.C. v. Watson Pharm., Inc., 611 F. Supp. 2d 1081, 1090
13 (C.D. Cal. 2009) ("For transfer under § 1404(a), the threshold
14 issue is whether the case 'might have been brought' in the
15 proposed venue.").

16 Here, Mino has shown that venue would be proper in the
17 Eastern District of Michigan. As plaintiff points out, not all
18 defendants are residents of Michigan. See 28 U.S.C. § 1391(b) (1)
19 (venue is proper in "a judicial district in which any defendant
20 resides, if all defendants are residents of the State in which
21 the district is located"). However, because Robinsons UK (the
22 other remaining defendant) is a foreign entity, it may be sued in
23 any judicial district and its residency is not considered for
24 determining where venue may be proper. See 28 U.S.C § 1391(c) (3)
25 ("[A] defendant not resident in the United States may be sued in
26 any judicial district, and the joinder of such a defendant shall
27 be disregarded in determining where the action may be brought
28 with respect to other defendants."). Thus, because Mino is a

1 resident of the Eastern District of Michigan, venue there would
2 be proper.

3 Since venue and jurisdiction would be proper in the
4 Eastern District of Michigan, next “the [c]ourt must evaluate
5 three elements: (1) convenience of the parties; (2) convenience
6 of the witnesses; and (3) interests of justice.” Anza Tech.,
7 Inc. v. Toshiba Am. Elec. Components, No. 2:17-cv-01688 WBS DB,
8 2017 WL 6538994, at *2 (E.D. Cal. Dec. 21, 2017) (quoting
9 Safarian, Inc., 559 F. Supp. 2d at 1071) (quotations omitted).
10 This analysis may include a number of factors, such as the
11 plaintiff’s choice of forum, the parties’ contacts with the
12 forum, the contacts relating to the plaintiff’s cause of action
13 in the chosen forum, the differences in the costs of litigation
14 in the two forums, the ease of access to the evidence, and the
15 feasibility of consolidating other claims. Jones v. GNC
16 Franchising, Inc., 211 F.3d 495, 498-99 (9th Cir. 2000); Decker
17 Coal Co. v. Commonwealth Edison Co., 805 F.2d 834, 843 (9th Cir.
18 1986). Section 1404(a) affords district courts broad discretion
19 “to adjudicate motions for transfer according to an
20 individualized, case-by-case consideration of convenience and
21 fairness.” Jones, 211 F.3d at 498 (quoting Stewart Org. v. Ricoh
22 Corp., 487 U.S. 22, 29 (1988)) (internal quotation marks
23 omitted).

24 The court finds the balance of factors does not weigh
25 in favor of transfer to the Eastern District of Michigan. First,
26 in considering convenience of the parties, courts generally
27 accord “great weight” to the plaintiff’s choice of forum. Lou v.
28 Belzberg, 834 F.2d 730, 739 (9th Cir. 1987). Second, defendant

1 has not identified any specific witnesses in the Eastern District
2 of Michigan. See Williams, 157 F. Supp. 2d at 1108 ("To
3 demonstrate the inconvenience of witnesses, the moving party must
4 identify relevant witnesses, state their location and describe
5 their testimony and its relevance."). Third, the Eastern
6 District of California has an interest in the controversy as the
7 events giving rise to this litigation occurred in connection with
8 a Tesla manufacturing plant located within this district. Mino
9 has therefore failed to make the requisite "strong showing of
10 inconvenience to warrant upsetting the plaintiff's choice of
11 forum." Decker Coal, 805 F.2d at 843. For the foregoing
12 reasons, the court finds transfer is not appropriate in this
13 case.

14 IT IS THEREFORE ORDERED that defendant Mino's motion to
15 dismiss or in the alternative transfer venue (Docket No. 21) be,
16 and hereby is, DENIED.

17 Dated: July 7, 2023



18 **WILLIAM B. SHUBB**
19 **UNITED STATES DISTRICT JUDGE**
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